support the general proposition; *Commonwealth* v. *Huntley,* 156 Mass. 236, 30 N. E. 1127; *Chicago, etc., R. R.* v. Solon, 169 U. S. 133; *Missouri, etc., Ry. Co.* v. *Haber,* 169 U. S. 613; *Richmond, etc., Ry. Co.* v. *Tobacco Co.,* 169 U. S. 311; *Western, etc., Co.* v. *James,* 162 U. S. 650. Monopolies which only incidentally restrict inter-state commerce are not within Federal Anti-Trust Law. *Whitwell* v. *Continental Tobacco Co.,* 125 Fed. 454, 64 L. R. A. 689. But where inter-state commerce is directly concerned the federal law must control. *Anderson* v. *United States,* 171 U. S. 604; *United States* v. *Joint Traffic Ass.* 171 U. S. 505; *Addyston Pipe, etc., Co.* v. *United States,* 175 U. S. 211. The decision in the principal case is apparently in conformity with the weight of authority and is suggestive of a practical curb upon the business methods of unscrupulous corporations.

SALES—STOPPAGE IN TRANSITU—WAREHOUSEMAN—REDELIVERY OF SHIPPING RECEIPTS—BANKRUPT VENDEE.—Plaintiff sold C. and Company some grain and shipped it to them, according to their directions, care of the defendant who maintained a warehouse. Within a few days after shipment the vendee was put into bankruptcy and on the same day but after becoming bankrupt the vendee sent plaintiff the shipping receipts. Plaintiff sought to recover the grain of defendant both as a vendor attempting to exercise the right of stoppage in transitu, (the grain having reached the warehouse) and as holder of the shipping receipts. *Held,* that delivery by the carrier to the defendant ended the transitus, the right of stoppage in transitu was cut off, and that redelivery of shipping receipts by the bankrupt consignee did not reinvest consignor with title to the grain. *Grange Company* v. *Farmers' Union and Milling Company* (1906), — Cal. Ct. App. —, 86 Pac. Rep. 615.

The case illustrates two interesting questions in the law of sales, viz., when delivery to a warehouseman ends the transitus, and when a vendee can save his vendor from loss due to the vendee's insolvency by reinvesting him with title to the goods. Delivery to a warehouseman is such delivery as will cut off the right of stoppage in transitu, when the warehouseman is the agent of the buyer for the purpose of holding and keeping the goods and not of forwarding them. BENJAMIN, SALES (Sixth American Edition), p. 1079, § 1254, and cases cited; MECHEM, SALES, p. 1323, §1580, and cases cited; *Morer* v. *Lott,* 13 Nev. 376; *Hoover* v. *Tibbits,* 13 Wis. 89; *Greve* v. *Dunham,* 60 Ia. 108, 14 N. W. 130; *Mason* v. *Wilson,* 43 Ark. 172. When warehouseman is agent of the carrier to collect freight, etc., or is forwarding agent of the vendee or acts as agent of the vendor the transitus is not ended by delivery to him. BURDICK, SALES (Second Edition), p. 239, §§ 393, 395; MECHEM, SALES, p. 1323, § 1580, and cases cited; *Hoover* v. *Tibbits,* 13 Wis. 89; *Mohr* v. *Boston R. R.,* 106 Mass. 67; *Milliard* v. *Webster,* 54 Conn. 415, 8 Atl. 470; *Covell* v. *Hitchcock,* 23 Wend. 611. In the principal case there was little doubt that defendant was agent of C. and Co. to hold the grain, and on authority, the transitus would seem to have been ended and the right of stoppage in transitu, gone. The right of a consignee to reinvest a consignor with title depends entirely upon the attending circumstances. If the consignee is solvent at the time, there is no apparent reason why with consignor's con-

sent it cannot be done. Even if the vendee be insolvent there is authority for holding that in some situations he can still save the consignor from loss. "If the vendee refuses to receive the goods upon arrival, because of his insolvency, he is desirous of protecting the seller from loss, the right of stoppage in transitu will continue." MECHEM, SALES, p. 1329, § 1591; *Jenks* v. *Fulmer,* 160 Pa. St. 527, 28 Atl. 841. And if a bankrupt countermand the order, even if custodian in bankruptcy accept the goods, the vendor's right of stoppage in transitu has not ended. *Tufts* v. *Sylvester,* 79 Me. 213, 9 Atl. 357. But where, as in the principal case, the goods had been accepted and received by the vendee, constructively, by delivery to his agent, then the goods have become the absolute property of the vendee and the bankrupt vendee can no more transfer the property to his vendor by redelivery of the shipping receipts than he could dispose of any other property. To permit this would be to allow a preference to the vendor or consignor which in reason could not be supported. All of the vendee's property equally, must belong to the trustee or receiver in bankruptcy to be held for the benefit of all the creditors.

STATUTE OF FRAUDS—ORIGINAL OR COLLATERAL PROMISE.—The plaintiff delivered one hundred and seventy-five head of cattle to one Mitchell in consideration of the oral promise of the defendants' agent to pay for them. To this action upon defendants' promise the principal defenses were: (1) Statute of Frauds; (2) The defendants' agent could not bind them without being directly authorized. *Held,* that the plaintiff could recover. *Bennett et al.* v. *Thuet et al.* (1906), — Minn. —, 108 N. W. Rep. 1.

The chief question in this case is whether there is a promise to pay the debt of another and therefore within the statute. This opens a most perplexing and difficult branch of the law. The cases in this country are not only in hopeless conflict, but also those in England. Among this confused mass there are some principles that are generally conceded. A promise to a creditor to pay the debt of his debtor in consideration of his discharge followed by an absolute discharge of the debtor is generally held not to be within the statute. *Whittemore* v. *Wentworth,* 76 Me. 20. If the promisor seeks to further his own interests and not to guarantee the debt of another the promise need not be in writing. *Kelly* v. *Schupp,* 60 Wis. 76, 18 N. W. Rep. 725. If the promise is made directly to the debtor it is not within the statute. *Pratt* v. *Bates,* 40 Mich. 37. Contracts of indemnity are generally held not to be within the statute. *Marcy* v. *Crawford,* 16 Conn. 548. If one promises to pay for the future services to be performed for another it has been held that this is an original undertaking. *Lookout Mountain R. R. Co.* v. *Houston et al.,* 85 Tenn. 224, 2 S. W. Rep. 36. The same principle has been applied to the sale of goods and delivery thereunder, even though the charge therefor has been entered upon the books against another. *Hartley Bros.* v. *Varner et al.,* 88 Ill. 561. In the principal case the defendants contended that their promise was not an original one, but that it was collateral and therefore should be in writing. The court, in accordance with the weight of authority, held the contrary although one judge dissented.